
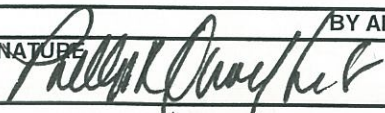
	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment		ASSISTANCE ID NO.			DATE OF AWARD SEP 19 2001	
			PRG	DOC ID	AMEND#		
			FS - 98969501 - 2				
			TYPE OF ACTION Augmentation: Increase			MAILING DATE SEP 26 2001	
PAYMENT METHOD: Advance			ACH#				
RECIPIENT TYPE: Indian Tribe			Send Payment Request to: Grants Management Office, PMD-7				
RECIPIENT: The Hopi Tribe P.O. Box 123 Kykotsmovi, AZ 86039 EIN: 86-0134082			PAYEE: The Hopi Tribe P.O. Box 123 Kykotsmovi, AZ 86039				
PROJECT MANAGER Nat A. Nutongla P.O. Box 123 Kykotsmovi, AZ 86039 E-Mail: Phone: (520) 734-3000		EPA PROJECT OFFICER Kevin Ryan 75 Hawthorne Street, WTR-10 San Francisco, CA 94105 E-Mail: ryan.kevin@epa.gov Phone: 415-744-2052		EPA GRANT SPECIALIST Elizabeth Stahl Grants Management Office, PMD-7 E-Mail: stahl.elizabeth@epa.gov Phone: 415-744-1689			
PROJECT TITLE AND DESCRIPTION DRINKING WATER INFRASTRUCTURE TRIBAL SET-ASIDE PROGRAM-MOENKOPI This amendment increases EPA funding in the amount of \$1,217,000 from \$42,000 to \$1,259,000 and extends the budget and project period from August 31, 2001 to April 30, 2003. From September 1, 2001 to date of award (approximately September 15, 2001) no costs are anticipated by the Hopi Tribe.							
BUDGET PERIOD 10/01/2000 - 04/30/2003		PROJECT PERIOD 10/01/2000 - 04/30/2003		TOTAL BUDGET PERIOD COST \$1,259,000.00		TOTAL PROJECT PERIOD COST \$1,259,000.00	
NOTE: The Agreement must be completed in duplicate and the Original returned to the appropriate Grants Management Office listed below, within 3 calendar weeks after receipt or within any extension of time as may be granted by EPA. Receipt of a written refusal or failure to return the properly executed document within the prescribed time, may result in the withdrawal of the offer by the Agency. Any change to the Agreement by the Recipient subsequent to the document being signed by the EPA Award Official, which the Award Official determines to materially alter the Agreement, shall void the Agreement.							
OFFER AND ACCEPTANCE							
The United States, acting by and through the U.S. Environmental Protection Agency (EPA), hereby offers Assistance/Amendment to the <u>The Hopi Tribe</u> for <u>100.00</u> % of all approved costs incurred up to and not exceeding <u>\$1,259,000</u> for the support of approved budget period effort described in application (including all application modifications) cited in the Project Title and Description above, signed <u>07/16/2001</u> included herein by reference.							
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)				AWARD APPROVAL OFFICE			
ORGANIZATION / ADDRESS				ORGANIZATION / ADDRESS			
U.S. EPA, Region 9 Grants Management Office, PMD-7 75 Hawthorne Street San Francisco, CA 94105				U.S. EPA, Region 9 Water Division 75 Hawthorne Street San Francisco, CA 94105			
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY							
SIGNATURE OF AWARD OFFICIAL		TYPED NAME AND TITLE			DATE		
		Alexis Strauss, Director - Water Division			SEP 19 2001		
This agreement is subject to applicable U.S. Environmental Protection Agency statutory provisions and assistance regulations. In accepting this award or amendment and any payments made pursuant thereto, (1) the undersigned represents that he is duly authorized to act on behalf of the recipient organization, and (2) the recipient agrees (a) that the award is subject to the applicable provisions of 40 CFR Chapter 1, Subchapter B and of the provisions of this agreement (and all attachments), and (b) that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by EPA to have been overpaid will be refunded or credited in full to EPA.							
BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION							
SIGNATURE		TYPED NAME AND TITLE			DATE		
		Wayne Taylor Jr., Chairman			10/18/01		

RECEIVED

OCT 19 2001

GMO, PMD-7


 11/5/01
 cc: PMD-6

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FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 42,000	\$ 1,217,000	\$ 1,259,000
EPA In-Kind Amount	\$ 0	\$	\$ 0
Unexpended Prior Year Balance	\$ 0	\$	\$ 0
Other Federal Funds	\$ 0	\$	\$ 0
Recipient Contribution	\$ 0	\$	\$ 0
State Contribution	\$ 0	\$	\$ 0
Local Contribution	\$ 0	\$	\$ 0
Other Contribution	\$ 0	\$	\$ 0
Allowable Project Cost	\$ 42,000	\$ 1,217,000	\$ 1,259,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.468 - Safe Drinking Water State Revolving Fund	Safe Drinking Water Act Section 1452	40 CFR PART 31

Fiscal									
Site Name	DCN	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	W6E040	01	E3C	09LA09K	20101B	41.09	00DB	-	1,217,000
									1,217,000

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$0
2. Fringe Benefits	\$0
3. Travel	\$8,000
4. Equipment	\$0
5. Supplies	\$6,120
6. Contractual	\$1,229,880
7. Construction	\$0
8. Other	\$15,000
9. Total Direct Charges	\$1,259,000
10. Indirect Costs: % Base	\$0
11. Total (Share: Recipient 0.00 % Federal 100.00 %.)	\$1,259,000
12. Total Approved Assistance Amount	\$1,259,000
13. Program Income	\$0

Conditions

Conditions numbered 1 through 8, 10 and 14 of the initial agreement and subsequent amendment remain in full force and effect. Condition number 12 has been deleted. Conditions numbered 9, 11, 13, and 15 have been revised as follows:

9. Tribal Set-Aside Grant Program requires that all water systems requesting project funding are in compliance with the Safe Drinking Water Act (SDWA) and have adequate provisions for long-term operation and maintenance, which is measured in terms of how well an owner of a public water system meets the criteria of technical, managerial, and financial capacity (TMF).

a) Technical capacity- refers to the technical knowledge of the system personnel and their ability to use that knowledge to adequately operate the system.

b) Managerial capacity - includes the ability of the owner to adequately staff the system with qualified personnel, an understanding of the regulatory requirements involved in operating a water system, and the ability to interact well with customers and the regulating authority (EPA).

c) Financial capacity - includes the ability of the owner to maintain sufficient revenues to cover operation costs and the effective management of those resources in operating the system.

Prior to completion and operation of the facilities, the Villages of Moenkopi (Upper and Lower) shall amend the February 26, 2001 Memorandum Of Agreement for the operation and management of a consolidated water system, by preparing a five year operating plan subject to approval by the EPA project officer. The plan must have a well-defined revenue stream that can adequately cover the staffing, operations/maintenance costs, and all other costs and shall include at a minimum, an annual budget for the five year period which includes a fund for estimated equipment replacement costs (capital improvements), an operations and maintenance manual for the facility, a user fee rate schedule and a description of staffing and staff training required to operate the facility, as well as safety and emergency operation plans. Demonstration of how sufficient resources would be obtained to continue to ensure that the system would stay financially healthy, for up to ten years, is also required.

11. The Hopi Water Resources Program shall submit quarterly written progress reports to the EPA Project Officer within 30 calendar days after the end of each federal fiscal quarter (January 30, April 30, July 30, and October 30). The contents of the reports will include a short summary of accomplishments during the report period and;

- a. a narrative on progress in completing the individual project tasks;
- b. the dates specific tasks were completed;
- c. the projected accomplishments for the next reporting period; a summary of financial information (i.e. expenses to date compared to work completed and

remaining funds compared to tasks yet to be completed); and
d. information on activities of the workplan that are not expected to be completed or problematic in implementing, or other information as requested by EPA.

A final progress report must be submitted to the EPA Project Officer no later than 30 days after completion of all activities.

13. All project reports, project contract deliverables, National Environmental Policy Act (NEPA) studies and associated technical documents developed under this grant will be forwarded upon completion to the EPA Project Officer.

15. The recipient agrees not to bill or request reimbursement from EPA for any costs associated with the design or construction of the project funded by this grant, except for planning, environmental review, and/or conceptual design, until EPA has complied with the National Environmental Policy Act and other environmental cross-cutters (see 40 C.F.R. 6.300 et seq) applicable to this project. If the grantee incurs such costs prior to the completion of any required environmental review, it does so at its own risk. Further, upon completion of the planning and final design for the project, including the environmental review, and if required by the EPA project officer, the grantee shall amend any work plan previously submitted to and approved by EPA in order to reflect the final design of the project.

The following conditions have been added:

16. Effective the date of this award, The Hopi Tribe cannot incur any costs for contracts, supplies, or equipment until The Hopi Tribe submits to the Environmental Protection Agency:

- a. a copy of the revised Hopi procurement policy which meets federal regulations,
- b. the proposed date of implementation of the revised procurement policy, and
- c. a copy of the final record retention procedures.

17. The recipient shall monitor and provide a monthly report to the EPA Project Officer on actual performance during the construction. In addition, the recipient shall notify EPA at any point in time should any significant developments arise, such as those that might alter or delay the project. This monthly report may be conducted by telephone, in which case all teleconference minutes will be typed and forwarded to the EPA no later than fourteen days after the telephone call.

18. As of May 15, 2001, the following new term & condition is applicable to all assistance agreements:

"In accordance with OMB Circular A-21, A-87, or A-122, as appropriate, the recipient agrees that it will not use project funds, including the Federal and non-Federal share, to engage in lobbying the Federal Government or in litigation against the United States. The recipient also agrees to provide the information mandated by EPA's annual appropriations acts for fiscal year 2000 and fiscal year 2001 (PL 106-74, §426 and PL 106-377, §424 respectively) which require as follows: 'A chief executive officer of any entity receiving funds under this Act shall certify that none of

these funds have been used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.' The recipient may satisfy this certification requirement in any reasonable manner. The certification must be submitted to EPA after all grant funds have been expended".

19. The recipient will submit a copy of each Request for Advance or Reimbursement (SF-270) to the EPA Project Officer for prior approval before payment will be made. With each request, the recipient will also include a breakdown of expenditures by object class category. Also, under the Contractual category, the recipient will submit a breakdown for each contract.

20. Any contract modifications and amendments that change the scope or objectives of the project or substantially alter the design must receive prior written approval from the EPA Project Officer before further grant payments can be made.

21. Prior written approval by the EPA Project Officer is required for all budget revisions that will result in a need for additional funds, all budget category transfers from Non-Construction to construction or vice-versa, all requests to extend the availability of funds, and for all changes in key persons specified in the grant agreement.

22. In addition to the procurement requirements of 40 CFR Part 31.36, construction contract work must be awarded to the low, responsive, responsible bidder. The recipient may reserve the right to reject all bids. Unless all bids are rejected for good cause, award shall be made to the low, responsive, responsible bidder.

If the recipient intends to make the award to a firm which did not submit the lowest bid, a written statement shall be prepared before any award, explaining why each lower bidder was deemed nonresponsible or nonresponsive, and shall retain it in his files.

23. The Recipient must submit to the EPA Project Officer a copy of the bid tabulations for the project.

24. Prior to signature, the recipient shall submit to the EPA project officer for review and comments, the contracts, the contractor's name, and the contract cost breakdown for all contracts they plan to issue for activities provided for in the approved work plan and any amendments thereto.

25. The grantee shall submit all Architectural/Engineering scopes of work to the EPA Project Officer for review and comments prior to solicitation of such services.

26. The recipient must receive written approval from the EPA Project Officer before expending any construction change order funding.

27. All employees working on construction of the project shall be covered by applicable workmen's compensation insurance and a general public liability and property damage insurance policy shall be in force throughout the construction period.

28. Based on an archeological survey of the project site, EPA Region 9 shall determine if there are any cultural resources eligible for listing on the National Register of Historic Places. The State Historic Preservation Officer (SHPO) must concur in this

determination prior to issuance of Notice to Proceed. Also, should there be any resources eligible for listing, mitigation measures shall be agreed to by the grantee to the satisfaction of EPA and SHPO.

29. A list of all the contracts and their costs shall be submitted to the EPA Project Officer and the grant award will be adjusted (increased or decreased) as appropriate to reflect actual eligible costs. A list of subcontractors should also be provided. The adjustment of the grant is subject to the availability of funds remaining in the program.

30. The grantee's designated representative(s) shall notify the EPA project officer before contracted field work begins, to allow oversight inspection and to ensure that work is conducted in accordance with the approved scopes of work, specifications, and schedules. The designated representative(s) shall be available during the active stages of the project to ensure the project progresses in a timely manner and on a continuous basis.

31. EPA or its designate may inspect the project at any time. In addition, any construction contract must provide that representatives of EPA will have access to the work and any books, documents, papers, and records of the contractor. The project will be evaluated to ensure timely completion and expenditure of allowable costs.

32. Should the discovery of a potential archeological or historical resource occur during construction, all work in the area of the find will stop and a qualified archeologist will be called in to evaluate the situation and make recommendations to the EPA Project Officer. The Project Officer will then determine what will be necessary for construction to proceed.

33. The grantee will comply with Federal Executive Orders 11988 and 11990, concerning floodplain management and protection of wetlands, respectively. As of the date of this grant award, no new development in the 100-year floodplain shall be served by this project.

34. A performance certification will be necessary a year after the project has been completed. To certify the project, EPA (or our designate) will inspect the construction site to determine if the project is operating as designed and is meeting its design standards.

35. All mitigation measures listed in the Environmental Assessment shall be implemented and are hereby incorporated by reference.

36. For the useful life of this project, the Tribe will properly operate and maintain the project facilities and make provisions for doing so beyond the five year plan. Additionally, the tribe must maintain compliance with the SDWA requirements including monitoring requirements, and maintain adequate technical, managerial, and financial capacity.

37. The recipient shall prepare up-to-date "as-builts" of the water supply system.

38. The grantee shall conduct an inventory of existing vehicles, tools, measurement devices, and spare parts available for use by the system. The grantee must indicate, in the inventory report, if the items are owned by the system, rented, borrowed, or available by some other arrangement. The grantee shall also prepare a list of items needed by the system, but currently unavailable, to perform routine operations and maintenance on the system. The grantee shall submit a plan for acquiring these items or otherwise arranging to rent, lease, or borrow them through a mutual aid plan.

39. The recipient agrees that it will expeditiously initiate and complete the project work for which assistance has been awarded under this agreement in a timely manner and in accordance with all applicable provisions of 40 CFR Part 31. The recipient warrants, represents, and agrees that it and its contractors, subcontractors, employees, and representatives will comply with: (1) all applicable provisions of 40 CFR Part 31 and (2) any special conditions set forth in this assistance agreement or any assistance amendment.

40. This grant may be terminated if any portion of the approved schedule for the project is not met. If significant delays are anticipated, the grantee must request a written waiver of the schedule from the EPA Region 9 Water Division Project Officer. Milestones which must be met are those in the approved workplan.

41. If the recipient materially fails to comply with any term of this award, EPA may take one or more of the following actions, as appropriate in the circumstances:

- (a) Issue a stop-work order;
- (b) Temporarily withhold cash payments pending correction of the deficiency;
- (c) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
- (d) Wholly or partly suspend or terminate the current award;
- (e) Wholly or partly annul the current award;
- (f) Withhold further awards for the proposed project.

42. The assistance recipient agrees to comply with Executive Order 13202 (Feb. 22, 2001, 66 Fed. Reg. 11225) of February 17, 2001, entitled "Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects," as amended by Executive Order 13208 (April 11, 2001, 66 Fed. Reg. 18717) of April 6, 2001, entitled "Amendment to Executive Order 13202, Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects."

-- END OF DOCUMENT --